

**APPENDIX OUT OF EXCHANGE TRAFFIC**

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## APPENDIX OUT OF EXCHANGE TRAFFIC

### 1. DEFINITIONS

- 1.1 This Appendix sets forth the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 1.4).
- 1.2 **SBC Operations Inc. (SBC-13STATE)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 Intentionally Omitted.
- 1.4 For purposes of this Appendix only, "Out of Exchange Traffic" shall be defined as those categories of traffic subject to compensation pursuant to Appendix Reciprocal Compensation and includes only such interLATA traffic as is exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:
  - (i) Originates from an MCIIm end user located in another ILEC's incumbent local exchange area and terminates to an **SBC-13STATE** end user customer located in an **SBC-13STATE** local exchange area or;
  - (ii) Originates from an **SBC-13STATE** end user located in an **SBC-13STATE** local exchange area and terminates to an MCIIm end user customer located in another ILEC's incumbent local exchange area.

### 2 INTRODUCTION

- 2.1 For purposes of this Appendix, MCIIm intends to operate and/or provide telecommunications services outside of **SBC-13STATE** incumbent local exchange areas and desires to interconnect MCIIm's network with SBC- 13STATE's network(s).
- 2.2 Intentionally Omitted.
- 2.3 Other than as set forth in this Appendix, **SBC-13STATE**'s obligations under this Agreement shall apply only to the specific operating area(s) or portion thereof in which **SBC-13STATE** is the ILEC under the Act.

### 3. NETWORK MANAGEMENT

- 3.1 The terms and conditions for network management, including CPN requirements, service levels, traffic management controls, reroutes, mass calling, quality of network connections and joint planning are set forth in Appendix NIM of this Agreement.

### 4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

- 4.1 The Parties agree that **SBC-13STATE**'s originating traffic destined for MCIIm end user customers in another ILEC's exchange will be delivered to MCIIm's POI arrangements in an SBC local exchange area in the LATA where the traffic originates in accordance with the POI requirements set forth in the Appendix NIM of this Agreement. The Parties agree that MCIIm's traffic originating from another ILEC's exchange and destined for **SBC-13STATE** end

users will be delivered to MCI's POI arrangements in the SBC exchange area in the LATA where the traffic originates in accordance with the POI requirements set forth in Appendix NIM of this Agreement. When Out of Exchange Traffic exchanged between the end user customers of MCI and **SBC-13STATE** exceeds one DS1 (24 DS0s) to or from an **SBC-13STATE** End Office, the Parties agree to establish a direct end office trunk group.

- 4.2 If MCI is required to establish new interconnection trunks for the routing of Out of Exchange Traffic, **SBC-13STATE** agrees to route its originating Out of Exchange Traffic over existing trunks until such time as the new trunks are operational for a timeframe not to exceed 90 days. MCI will submit all necessary ASRs for the establishment of such new interconnection trunks. If, however, MCI's failure to submit an ASR is due to a "facilities-not-available" situation, **SBC-13STATE** will continue to route the traffic on existing trunks during the period in which the "facilities-not available" situation is being resolved. At such time that MCI's trunks are operational, **SBC-13STATE**'s originating Out of Exchange traffic will be rerouted to MCI's POI according to Section 4.1 above.
- 4.3 If MCI is required to establish new interconnection trunks for the routing of Out of Exchange Traffic, MCI may route its originating Out of Exchange Traffic to **SBC-13STATE**'s End Office via a Third Party ILEC's Tandem until such time as the new trunks are operational, for a timeframe not to exceed 90 days. MCI will submit all necessary ASRs for the establishment of such new interconnection trunks. If, however, MCI's failure to submit an ASR is due to a "facilities-not-available" situation, MCI will continue to route the traffic via a Third Party ILEC's Tandem during the period in which the "facilities-not available" situation is being resolved. At such time that MCI's trunks are operational, MCI's originating Out of Exchange traffic will be rerouted to MCI's POI according to Section 4.1 above.
- 4.4 MCI shall route originating Out of Exchange Traffic to the serving tandem as defined by the LERG.
- 4.5 Intentionally Omitted.
- 4.6 If any Out of Exchange Traffic is not properly routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem. This also includes traffic that is destined to End Offices that do not subtend **SBC-13STATE** tandem. The Parties shall provide notice to each other pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, the Party shall be given thirty (30) calendar days to cure such misrouting.
- 4.7 Intentionally Omitted.
- 4.8 Except as set forth in Section 4.3, MCI may deliver traffic destined to terminate at **SBC-13STATE**'s End Office via a Third Party ILEC's Tandem solely as an overflow remedy. In no instance shall this arrangement be used to circumvent over utilization augments according to Appendix NIM. Nothing in this section shall require **SBC-13STATE** to deliver traffic destined to terminate at MCI's switch via a Third Party ILEC's Tandem.
- 4.9 Connection of a trunk group from MCI to **SBC-13STATE**'s tandem(s) will provide MCI accessibility to End Offices, IXCs, LECs, WSPs and NXXs which subtend that tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party accessibility only to the NXXs served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties accessibility only to the NXXs that are served by that End Office(s).
- 4.10 **SBC-13STATE** will open MCI NPA-NXX codes, rated to or identified to reside in non-**SBC-13STATE** exchange areas, in **SBC-13STATE** Tandems and End Offices using standard industry practice and intervals.

**5. INTERCARRIER COMPENSATION**

- 5.1 Nothing in this Appendix is intended to affect compensation arrangements set forth in Appendix Reciprocal Compensation of this Agreement. Such compensation arrangements shall apply for OE-LEC traffic as defined in Section 1.4.

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**9. INTERLATA SECTION 251(B)(5) TRAFFIC**

- 9.1 The Parties will exchange InterLATA Section 251(b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. SBC-13STATE will exchange such traffic using two-way direct final trunk groups (i) via a facility to MCI's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary ("EAB"), or (iii) via a mutually agreed to meet point facility within the SBC-13STATE exchange area covered under such InterLATA waiver, or (iv) any other mutually agreed upon method. If the exchange where the traffic is terminating is not an SBC-13STATE exchange, SBC-13STATE shall exchange such traffic using a two-way DF trunk group (i) via a facility to MCI's POI within the originating LATA or (ii) via a mutually agreed to facility meet point arrangement at or near the EAB, or (iii) any other mutually agreed upon method. SBC-13STATE will not provision or be responsible for facilities located outside of SBC-13STATE exchange areas.
- 9.2 The Parties agree that the associated traffic from each SBC-13STATE End Office will not alternate route.
- 9.3 Intentionally Omitted
- 9.4 Except as otherwise provided in this Appendix, for MCI originated/SBC-13STATE terminated traffic or SBC-13STATE originated/ MCI terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.
- 9.5 Intentionally Omitted.
- 9.6 Intentionally Omitted.